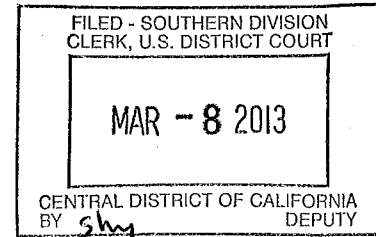


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Attorneys for Plaintiff  
MICROSOFT CORPORATION



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

MICROSOFT CORPORATION, a  
Washington corporation,

Plaintiff,

v.

GORILLA BUSINESS  
TECHNOLOGIES, INC., a California  
corporation d/b/a BUSINESS  
TECHNOLOGY ENTERPRISE and  
BTE; and JOHN DOES 1 through 3,

Defendants.

Case No. SA 12-CV-00827 JGB (ANx)

~~PROPOSED~~ CONFIDENTIALITY  
ORDER

*Stipulation for Confidentiality Order  
filed concurrently herewith*

Pursuant to the Stipulation for Confidentiality Order by plaintiff and  
defendants, and good cause appearing therefore, the following Confidentiality  
Order is hereby entered:

1. The Stipulated Confidentiality Order (the "Order") shall be applicable  
to and govern all depositions, documents produced in response to requests for  
production of documents, answers to interrogatories, responses to requests for  
admissions, and all other discovery taken pursuant to the Federal Rules of Civil

1 Procedure, as well as all documents produced by either party in response to  
2 informal discovery requests, and computerized records (collectively, "RECORDS")  
3 which the disclosing party designates as "CONFIDENTIAL MATERIAL" or  
4 "RESTRICTED MATERIAL" hereafter furnished, directly or indirectly, by or on  
5 behalf of any party in connection with this action.

6       2. In designating RECORDS as "CONFIDENTIAL MATERIAL" or  
7 "RESTRICTED MATERIAL," a party shall make such a designation of  
8 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL only for  
9 RECORDS which that party in good faith believes contain trade secret or other  
10 confidential, competitive or proprietary business information used by it in, or  
11 pertaining to, its business which the party takes appropriate efforts to keep  
12 confidential or which the party is otherwise required to keep confidential by  
13 agreement or law. For a designation of RECORDS as "RESTRICTED  
14 MATERIAL," the party must additionally believe in good faith that the RECORDS  
15 must not be disclosed to the parties themselves in this litigation and must be subject  
16 to the restricted disclosure provided for below. CONFIDENTIAL MATERIAL and  
17 RESTRICTED MATERIAL shall be used solely for the purpose of conducting this  
18 litigation and not for any other purpose. No RECORDS which evidence the  
19 acquisition of Microsoft software and/or components thereof by the defendants,  
20 including but not limited to invoices and purchase orders, shall be designated  
21 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL.

22       3. RECORDS designated as CONFIDENTIAL MATERIAL may be  
23 disclosed only to the following persons:

24           a. the attorneys working on this action on behalf of any party,  
25 including in-house attorneys;

26           b. any paralegal assistants, stenographic and clerical employees  
27 working under the direct supervision of such counsel;  
28

1           c.     any parties to this action who are individuals, and the  
2 employees, directors or officers of parties to this action who are corporations or  
3 partnerships, to the extent necessary to further the interest of the parties in this  
4 litigation;

5           d.     any person not employed by a party who is expressly retained or  
6 sought to be retained by any attorney described in paragraph 3(a) to assist in  
7 preparation of this action for trial, with disclosure only to the extent necessary to  
8 perform such work;

9           e.     any witnesses who appear for deposition or trial in this matter,  
10 and their counsel of record, during the course of their testimony, upon the witness  
11 being advised of the need and agreeing to keep the RECORDS confidential; and

12           f.     the Court.

13           4.     RECORDS designated as "RESTRICTED MATERIAL" may be  
14 disclosed only to the following persons:

15           a.     the attorneys working on this action on behalf of any party,  
16 including in-house attorneys;

17           b.     any paralegal assistants, stenographic and clerical employees  
18 working under the direct supervision of such counsel, with disclosure only to the  
19 extent necessary to perform their work in connection with this matter;

20           c.     any person not employed by a party who is expressly retained or  
21 sought to be retained by any attorney described in paragraph 4(a) to assist in  
22 preparation of this action for trial, with disclosure only to the extent necessary to  
23 perform such work;

24           d.     any witnesses who appear for deposition or trial in this matter,  
25 and their counsel of record, during the course of their testimony, upon the witness  
26 being advised of the need and agreeing to keep the RECORDS confidential; and

27           e.     the Court.  
28

1           5.     The persons described in paragraphs 3(d) and 4(c) shall have access to  
2 the CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL once they have  
3 been made aware of the provisions of the Order and have manifested their assent to  
4 be bound thereby by signing a copy of the annexed "ACKNOWLEDGMENT." A  
5 list shall be prepared by counsel for the parties hereto of the names of all such  
6 persons to whom CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL is  
7 disclosed, or to whom the information contained therein is disclosed, and such list  
8 shall be available for inspection by the Court and opposing counsel upon request.  
9 The other persons described in paragraphs 3 and 4 shall have access to the  
10 CONFIDENTIAL MATERIAL and RESTRICTED MATERIAL pursuant to the  
11 terms of the Order without signing a copy of the annexed  
12 "ACKNOWLEDGEMENT." Similar but separate lists shall also be prepared with  
13 respect to CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL provided  
14 by third parties. At the time of the termination of this lawsuit by settlement,  
15 judgment or otherwise, the parties hereto shall provide other counsel with a copy of  
16 the pertinent aforementioned lists upon request. The persons receiving  
17 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL must not disclose it  
18 to any other person, except in conformance with the Order. This Stipulation will  
19 not require the disclosure of experts other than by Local Rule, Federal Rule of Civil  
20 Procedure, and/or court order.

21           6.     Each individual who receives any CONFIDENTIAL MATERIAL or  
22 RESTRICTED MATERIAL hereby agrees to subject himself/herself to the  
23 jurisdiction of this Court for the purpose of any proceedings relating to the  
24 performance under, compliance with or violation of the Order.

25           7.     The recipient of any CONFIDENTIAL MATERIAL or RESTRICTED  
26 MATERIAL that is provided under the Order shall maintain such RECORDS in a  
27 secure and safe area and shall exercise the same standard of due and proper care  
28

1 with respect to the storage, custody, use and/or dissemination of such RECORDS as  
2 is exercised by the recipient with respect to its own proprietary information.

3 8. Parties shall designate CONFIDENTIAL MATERIAL or  
4 RESTRICTED MATERIAL as follows:

5 a. In the case of RECORDS produced pursuant to Rules 26 and 34  
6 of the Federal Rules of Civil Procedure, interrogatory answers, responses to  
7 requests for admissions, and the information contained therein, designation shall be  
8 made by placing the following legend on any such RECORD prior to production:  
9 "CONFIDENTIAL MATERIAL" or "RESTRICTED MATERIAL." In the event  
10 that a party inadvertently fails to stamp or otherwise designate a RECORD as  
11 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL at the time of its  
12 production, that party shall have five (5) business days after discovery of such error  
13 to so stamp or otherwise designate the RECORD.

14 b. In the case of depositions, designation of the portion of the  
15 transcript (including exhibits) which contains CONFIDENTIAL MATERIAL or  
16 RESTRICTED MATERIAL shall be made by a statement to such effect on the  
17 record in the course of the deposition or, upon review of such transcript by counsel  
18 for the party to whose CONFIDENTIAL MATERIAL or RESTRICTED  
19 MATERIAL the deponent has had access, said counsel shall designate within  
20 fourteen (14) days after counsel's receipt of the transcript.

21 c. Designated portions of transcripts of depositions will not be  
22 filed with the Court unless it is necessary to do so for purposes of trial, motions for  
23 summary judgment, or other matters. If a deposition transcript is filed, any  
24 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL shall bear the  
25 appropriate legend on the caption page and shall be filed under seal.

26 9. A party shall not be obligated to challenge the propriety of a  
27 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL designation at the  
28 time made, and failure to do so shall not preclude a subsequent challenge thereto.

1 In the event that any party to this litigation disagrees at any stage of these  
2 proceedings with such designation, such party shall provide to the producing party  
3 written notice of its disagreement with the designation. The parties shall first try to  
4 dispose of such dispute in good faith on an informal basis. If the dispute cannot be  
5 resolved, the party challenging the designation may request appropriate relief from  
6 the Court, but in any event, such relief from the Court shall not be requested before  
7 ten (10) days after the producing party is served with the required notice. The  
8 burden of proving that RECORDS have been properly designated as  
9 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL shall be on the  
10 party making such designation.

11 10. Upon an order by the Court after a written application pursuant to  
12 Local Rule 79-5, the Clerk of the Court is directed to maintain under seal all  
13 RECORDS and all transcripts of deposition testimony filed with this Court in this  
14 litigation by any party which are, in whole or in part, designated as  
15 CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL, including all  
16 pleadings, deposition transcripts, exhibits, discovery responses or memoranda  
17 purporting to reproduce or paraphrase such RECORDS.

18 11. In the event that any CONFIDENTIAL MATERIAL or  
19 RESTRICTED MATERIAL is used in any court proceedings in connection with  
20 this litigation, it shall not lose its CONFIDENTIAL MATERIAL or RESTRICTED  
21 MATERIAL status through such use, and the parties shall take all steps reasonably  
22 required to protect its confidentiality during such use.

23 12. Nothing in the Order shall preclude any party to the lawsuit, their  
24 attorneys or any other person from disclosing or using, in any manner or for any  
25 purpose, any RECORDS not obtained in this lawsuit, if such RECORDS are  
26 lawfully obtained from a third party, even though the same RECORDS may have  
27 been produced in discovery in this lawsuit and designated as CONFIDENTIAL  
28 MATERIAL or RESTRICTED MATERIAL.





ACKNOWLEDGEMENT

The undersigned hereby acknowledges that he/she has read the CONFIDENTIALITY ORDER which was entered by the Court on \_\_\_\_\_, 2013 in Microsoft Corp. v. Gorilla Business Technologies, et al., Case No. SA 12-CV-00827 JGB (ANx), that he/she is one of the persons contemplated in paragraph 3 and 4 thereof as authorized to receive disclosure of RECORDS designated CONFIDENTIAL MATERIAL or RESTRICTED MATERIAL by any of the parties or by third parties, and that he/she fully understand and agrees to abide by the obligations and conditions of the Confidentiality Order. The undersigned further consents to be subject to the jurisdiction of the United States District Court for the Central District of California for purposes of any proceedings relating to performance under, compliance with or violation of the above-described Order.

Dated: \_\_\_\_\_, 200\_\_